

*A Lorlei Communications Inc. Company*

2/12/96

Ms Susan Heck, Director of Operations  
Time Warner Cable-Ormond Beach  
159 W. Granada Blvd.  
Ormond Beach, FL 32174  
Via fax and U.S. Mail

Dear Ms Heck,

I have read and reviewed your letter of February 7, 1996 and am concerned about two issues.

1. The channel on which leased access programming appears has moved from channel 9 to channel 40. We feel this move will have a serious detrimental impact on the viewership of our programming and ask that leased access programming be moved back into the lower tier or that we be compensated for the move to the higher position.
2. The operator fee has increased from \$27 per hour to \$40 per hour. We had previously argued that the \$27 rate was excessive, however TWC is now proposing that we pay an additional 50%. Please provide us with the documentation which was used as the basis for this increase; specifically a breakdown of TWC's actual labor costs involved in airing our programming, including time cards, labor agreements, canceled checks, etc.

Time is of the essence in this matter as your letter indicates these new fees go into effect March 31 and the channel change has already been made.

Sincerely

A handwritten signature in black ink, appearing to read 'Gerry Cunningham'.

Gerry Cunningham, President  
Lorlei Communications, Inc. dba THE FIRM



TIME WARNER CABLE

A TIME WARNER ENTERTAINMENT COMPANY, LP

February 15, 1996

2 pages by fax (352) 596-3008

Mr. Gerry Cunningham  
President, THE FIRM  
PO Box 309  
Citra, FL 32113

Dear Mr. Cunningham:

I have received your fax and am responding to your comments.

Leased Access programming has been on cable channel 40 since mid-October. If you still have a copy of your *Open House* order dated October 20, 1995, you will note channel 40 is identified. There is no change to the channel placement.

The operator fee is one and a half times our regulated hourly labor rate and is used to pay the technician to drive to and from the head-end and to playback the tapes. The labor charges are determined by benchmark formula calculations established by the Cable Act of 1992. Although I cannot provide actual data, I can show how the rates have impacted our customers. I am attaching a copy of the customer rate changes that went into effect January 1, 1996. Please note that the connection rates did change; they are based on the hourly rate of \$26.62.

I trust that this will answer your questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan Heck".

Susan Heck  
Director of Operations

Enclosure

**TIME WARNER CABLE  
SCHEDULE OF PRICES  
City of Ormond Beach**

	<b>December 1995 Prices</b>	<b>January 1996 Prices</b>	<b>Change</b>
<b><u>SERVICES:</u></b>			
Basic Service (BST).....\$	7.98	7.10	-0.88
Standard Service (CPST).....\$	13.03	15.60	2.57
Preferred Package (includes basic and standard services).....\$	21.01	22.70	1.69
Remote Control.....\$	N/A	0.31	0.31
Converter Box (each, non-addressable).....\$	1.22	1.10	-0.12
Converter Box (each, addressable).....\$	1.07	2.23	1.16
Seasonal Plan.....\$	4.00	4.00	
Additional Outlet.....\$	N/C	N/C	
<b><u>PREMIUM SERVICES:</u></b>			
HBO.....\$	13.20	13.20	
Cinemax *.....\$	11.45	11.45	
The Disney Channel *.....\$	11.45	11.45	
<b><u>A LA CARTE - MINI PAY SERVICES:</u></b>			
WTBS (Ind) Atlanta.....\$	1.50	1.50	
WWOR (Ind) New York.....\$	1.50	1.50	
American Movie Classics (AMC).....\$	1.50	1.50	
A La Carte Package (All Three A La Carte Channels).....\$	2.97	2.97	
<b><u>PAY PER VIEW:</u></b>			
Movies *.....\$	3.95	3.95	
Special events and other special services *.....	Priced Individually		
<b><u>INSTALLATION AND SERVICE CHARGES:</u></b>			
Unwired Home Installation - Primary Outlet.....\$	27.03	29.73	2.70
Prewired Home Installation - Primary Outlet.....\$	17.08	19.70	2.62
Additional Outlet Installation/Relocate Outlet - with Primary Installation.....\$	15.58	16.02	0.44
Additional Outlet Installation/Relocate Outlet - Separate Trip.....\$	18.77	22.13	3.36
Non-Cable Related Service Charge.....\$	15.02	23.98	8.94
Add/Delete Addressable Services - Office Transaction.....\$	1.99	1.99	
<b><u>OTHER FEES:</u></b>			
Administrative Fee For Delinquent Payments.....\$	3.00	3.00	
Non-Sufficient Funds Fee.....\$	10.00	10.00	
Collection Fee.....\$	10.00	10.00	
Unreturned Converter Box Fee - Addressable.....\$	120.00	165.00	45.00
Unreturned Converter Box Fee - Non-Addressable.....\$	40.00	40.00	
Unreturned Remote Control.....\$	7.50	22.00	14.50
Refundable Converter Box Deposit.....\$	20.00	25.00	5.00
Sale of Home Drop Amplifier.....\$	48.95	48.95	
VCR / AB Switch Kit.....\$	10.00	10.00	

NOTE: Franchise Fee and Sales Tax are added to customer statements pursuant to Federal, State and Local laws.

Prices are subject to change due to federal regulations.

No Monthly Charge (N/C)

\* Requires Addressable Converter

Hd - OB

R 55 01 401



*A Lorlei Communications Inc. Company*

2/16/96

Ms Susan Heck  
Director of Operations  
Time Warner Cable  
159 W. Granada Blvd.  
Ormond Beach, FL 32174  
Via fax and U.S. Mail

Dear Ms Heck,

Thank you for your letter dated 2/15/96 in response to our inquiring regarding the channel change for leased access programming and for the operator fee increase.

While I understand your rationale basing the operator fee on a regulated hourly rate, the Commission's rules under 76.971 (c) state that, "leased access providers must reimburse operators for the reasonable cost of any technical support that operators actually provide." There are two distinctions I would like to point one in this rule, one is the word "reimburse". Reimburse means to "pay off" or "compensate", which implies an actual cost rather than a "regulated" cost. The other point is the phrase "actually provide". While our programming on your system is 1/2 hour in length, we are charged a minimum of 1 hour each time the tape is inserted.

Our feeling is that we are not paying for technical services "actually provided", nor are we "reimbursing" TWC, rather we are paying a fee which is based on a service which is entirely different from that provided. Therefore, we must reiterate our request for a breakdown of TWC's actual labor costs for operator fees, including supporting documentation of what was actually paid to the person inserting the tape at the headend, along with receipts for mileage paid that person.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerry Cunningham".

Gerry Cunningham, President  
Lorlei Communications, Inc. dba THE FIRM



TIME WARNER CABLE

A TIME WARNER ENTERTAINMENT COMPANY, LP

February 19, 1996

fax (352) 595-3008  
1/4

\$3002 544.01

Mr. Gerry Cunningham  
President, THE FIRM  
PO Box 309  
Citra, FL 32113

Dear Mr. Cunningham:

I have received your fax request for additional information on the operator fee.

In the Commission's rule 76.971 (c) that you quoted, we are discussing "the provider's reasonable cost." Per the Cable Act of 1992 and reregulation, all of our customers can only be charged reasonable costs. Since the Commission has established what the reasonable costs are via the benchmark formulas, our standard calculated hourly service charge has all ready been defined as "reasonable."

You are requesting time slots that do not fall within our normal working hours so we must pay overtime which we calculate at time and a half. As far as using a one-hour minimum charge, our technicians will spend one half hour playing your tape, and fifteen minutes before and fifteen minutes after setting up, shutting down, and driving to and from home.

I want to assure you that we are using our top of the line personnel for a couple of reasons. First, the playback equipment is located at our head-end which is a secure area. Second, if something should go wrong, the technician will have the best chance of repairing and being back on the air in the shortest time possible.

In checking our records, payment of \$441.52 due January 24th for the month of February has not been paid. Also due now is \$471.52 for the month of March. Your prompt attention is appreciated.

Sincerely,

Susan Heck  
Director of Operations

2nd Request 3/12.  
No more programs will  
air until we hear  
from you. Susan Heck



3/13/96

Ms Susan Heck  
Director of Operations  
Time Warner Cable  
159 W. Granada Blvd.  
Ormond Beach, FL 32174  
Via Fax and U.S. Mail

Dear Ms Heck,

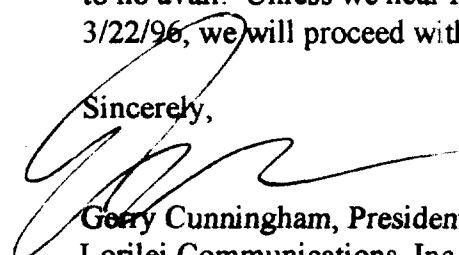
We are in receipt of your letter dated 2/19/96. Curiously, we received this letter via fax on 3/11/96 and did not receive it through the mail at all.

"Reasonable costs" for technical support of leased access programs has not yet been established by the FCC, contrary to your statement in the letter. Costs cable systems may charge subscribers for installation, etc. has been established, however we are not a subscriber to the system and these charges do not apply to us.

We also take exception to the time parameters you outlined; it doesn't take 15 minutes to set up and break down in order to playback a taped program. Further, the programming we air on the system is a "roll-through", so once the tape has been started and is airing correctly, the operator is able to perform other work. Thirdly, you state in your letter that you must pay time and a half overtime to operators, however no evidence has ever been presently to support this claim.

Therefore the practice of charging for a full hour of time, the rate of which is based on what has been approved for subscribers, not programmers, is contrary to the existing FCC rules under leased access. We have repeatedly expressed our challenge to this \$40 per program amount because we feel it is both unreasonable for what we receive and you have failed to substantiate what the actual cost of providing this service is. Unless we see some evidence that providing technical support for each of our programs actually costs \$40 to TWC we will have no choice but to file a Petition for Relief with the FCC and ask them to decide the issue. We have expressed our desire to negotiate this point with you to no avail. Unless we hear from you to offer an alternative plan by close of business 3/22/96, we will proceed with the filing.

Sincerely,



Gerry Cunningham, President  
Lorilei Communications, Inc. dba THE FIRM

**P.O. Box 309 Citra, FL 32113 (352) 595-3000 (800) 479-FIRM Fax (352) 595-3008**



TIME WARNER CABLE

A TIME WARNER ENTERTAINMENT COMPANY, LP

March 20, 1996

fax (352) 595-3008

Mr. Gerry Cunningham  
THE FIRM  
PO Box 309  
Citra, FL 32113

Dear Mr. Cunningham:

With respect to your request for determining the definition of "reasonable costs," I am working with our attorney to help clarify the issue. With schedules as full as they are, meeting your deadline of Friday will be virtually impossible.

Since I will be out of the office for the rest of this week, I respectfully request that we be allowed to extend the deadline for our response to you until the following Friday, March 29, 1996. I hope that you will understand.

Thank you in advance for your patience.

Sincerely,

A handwritten signature in cursive script that reads 'Susan Heck'.

Susan Heck  
Director of Operations



TIME WARNER CABLE  
A TIME WARNER ENTERTAINMENT COMPANY, LP

March 26, 1996

fax 3 pages  
(352) 595-3008

Mr. Gerry Cunningham  
THE FIRM  
PO Box 309  
Citra, FL 32113

Dear Mr. Cunningham:

Per your request, I am providing documentation which should clarify the issue of Operator Fees for playing back your leased access programs.

The change in the calculations for this year's fee came from the deletion of the cost of benefits for our employees. As you can see, they are not included in any figures. I have included the current rate sheet with the appropriate changes.

As I have previously indicated, your current Adams Cameron *Open House* contract will be grandfathered under the 1995 rates through Saturday, April 13, 1996. If you decide to run any more shows, they will be offered at the 1996 rate with payment in advance per the policy.

Thank you for allowing us the additional time to complete this research. If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Susan Heck".

Susan Heck  
Director of Operations

Encl.



## Operator Fees for Leased Access

	<u>1995</u>	<u>1996</u>
Average Hourly Wage for Technician	\$10.81	\$11.47
overtime @ time and a half	\$16.22	\$17.21

### Time to spend playing back a 30 minute tape

	<u>minutes</u>
Drive time	15
Preparation (open up, set up)	10
Playback	30
Preparation (shut down, lock up)	10
Drive home	<u>15</u>
<u>Total Time</u>	80 minutes or 1.3 hour

### Cost to provide leased access for a 30 minute program

	<u>1995</u>	<u>1996</u>
1.3 hours @ \$16.50	\$21.08	@ \$17.21 \$22.90
Mileage 20 miles round trip @ \$.30/mile	<u>6.00</u>	@ \$.31/mile <u>6.20</u>
<u>Total Cost</u>	\$27.08	\$29.10

#### Notes:

- (1) Employee costs for benefits are excluded as well as cost of providing a company vehicle.
- (2) Since the playback equipment is located at our head-end compound, a qualified technician only must perform these tasks.

# TWC

Time Warner Cable

The Florida Division of Time Warner Entertainment-Advance/Newhouse Partnership

## LEASED ACCESS RATE CARD AND REQUIREMENTS

February 1, 1996

**Channel:** Pre-empt Prevue Channel on TWC channel 40

**Reach:** Delivery to approximately 20,000 households in Volusia County. Cross channel promotion spots may be purchased from the TCI Advertising Sales Department at (904) 756-8700.

**Leased Requirements:** Leased Access time may be purchased 3 weeks in advance of air date. All persons seeking time are required to file an Application for Commercial Use. Upon acceptance of application and completion of Leased Access agreement, persons may then proceed with purchasing time.

Fees and program are due seven (7) business days in advance of air date on 3/4" video format. Payments are made in advance of all air dates.

Programming acceptability will be determined by review of 1) Commercial Use Application, 2) technical and/or production quality of program. Technical standards, see attached.

Pre and post programming disclaimer will be aired that disassociates the presentation's opinions and beliefs with that of Time Warner Cable.

Other requirements are addressed in Leased Access Agreement, available on request.

### Leased Access NET RATES:

<u>Program Length</u>	<u>60:00</u>	<u>30:00</u>
<b>Monday - Friday</b>		
Day (8a-6p)	\$ 8	\$ 4.50
Prime (6p-12a)	\$41	\$20.50
Overnight	\$ 6	\$ 3.00
<b>Saturday-Sunday</b>		
Day (12a-11a)	\$ 8.50	\$ 4.75
Prime (11a-12a)	\$ 21.80	\$10.80

An minimum operator fee of \$28.10 per hour will apply to all purchased time. For each additional 30 minutes, add \$8.60 to the operator fee.

All figures are NET to TWC (no commissions off the price).

Prices reflect rates for tape delivered programming. Additional fee applied for live or satellite-downlink purchases.

Rates available on request from Director of Operations.



3/27/96

Ms Susan Heck  
Time Warner Cable  
159 W. Granada Blvd.  
Ormond Beach, FL 32174  
Via fax and U.S. Mail

Dear Ms Heck,

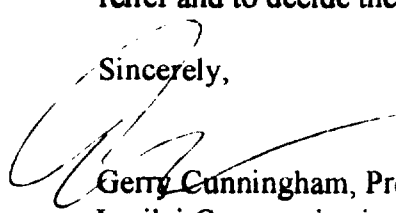
We are in receipt of your breakout of the operator fees on the Ormond Beach system.

In reviewing the breakout, we noted that we are being charged both mileage for your employee to drive to and from the head-end, and for the driving time of the employee. We also noted that you are automatically calculating the technician time at time and a half, whether or not time and a half is actually paid to the employee.

Again, and for the last time, the FCC allows cable systems reimbursement for the actual cost of providing technical assistance. Neither the time spent driving to or from the head-end, or the mileage associated with the drive, is part of this expense, nor have you proven that this amount has ever actually been paid to any of your employees.

We feel that the \$8.60 amount, per your revised rate card for additional half-hours, is a fair and reasonable amount. This is in line with what we pay TCI for operator charges in your same market. However \$29.10 is still not acceptable to us, and despite our repeated requests you still have produced no evidence that this is the actual amount paid to your technicians. Therefore we have no choice but to proceed with an FCC filing for relief and to decide the matter.

Sincerely,



Gerry Cunningham, President  
Lorlei Communications, Inc. dba THE FIRM



*A Loriot Communications Inc. Company*

## MEMO

Ms Carmen Braun  
Cox Cable Gainesville  
6020 N.W. 43rd St.  
P.O. Box 147012  
Gainesville, FL 32614-7012  
Via fax and U.S. Mail

Dear Carmen

We have a serious problem with the system failing to air our leased access program "Real Estate Trends" in a timely fashion. Saturday April 27, 1996 the program aired approximately one hour late. The program started approximately six minutes late Sunday May 12, 1996. These are but the latest two in a series of problems we've had with the system, and we now have a client who is, rightfully, furious. Make-good programs do not adequately compensate us for this parade of errors.

The promises that have been made to us in the past have been broken, and we require a written response explaining to us what Cox intends to do to correct these problems to our satisfaction so they do not occur again. At this juncture we are inclined to believe that Cox is willfully and intentionally manipulating our programming in an attempt to curb competition.

We have repeatedly asked for Cox to dedicate a leased access channel out of it's leased access set-aside for programming on the Gainesville system, rather than using the PEG channel as is the current practice. This question has not been addressed by Cox and we are now making a formal request for a separate channel, due to our programming being missed due to pre-emption by Cox's own interests and it's franchise requirements and because of factors unknown to us.

**P.O. Box 300 Citra, FL 32113 (352) 595-3000 Fax (352) 595-3008**

**Internet <http://www.callthefirm.com> E-Mail [thefirm@mercury.net](mailto:thefirm@mercury.net)**

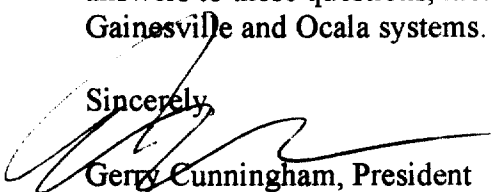
RECEIVED  
MAY 15 1996  
FCC MAIL ROOM

*Exhibit C*

We have asked repeatedly in the past for Cox to dedicate a leased access channel out of its leased access set-aside for programming on the Gainesville system, rather than using the PEG channel as is the current practice. This question has not been addressed by Cox and we are now making a formal request for a separate channel, due to our programming being missed due to pre-emption by Cox's own interests and its franchise requirements and because of factors unknown to us.

Leased access is an obligation mandated by Congress and we intend to utilize all legal means and options available to us to insure the Cox abides by these rules to the letter. Under FCC 96-122 please respond within seven business days with concrete answers to these questions, including the current set-aside capacity on both the Gainesville and Ocala systems.

Sincerely,



Gerry Cunningham, President  
Lorilei Communications, Inc. dba THE FIRM



Exhibit H

4/4/96

Mr. Patrick A. Dolohanty, General Manager  
Post-Newsweek Cable/Miami, OK  
4742 North 24th St. Suite 270  
Phoenix, AZ 85016  
Via fax and U.S. Mail

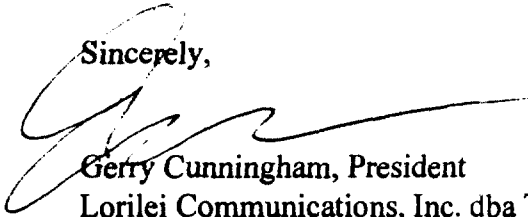
Dear Mr. Dolohanty,

We are in receipt of your response dated March 27, 1996 to our inquiry regarding leased access rates and information on the Miami, OK system. In reviewing the materials, we have several questions which require answers prior to executing a lease with your company.

1. Why does your system require tapes to be in house 14 days prior to air? How does this apply to full-time access (i.e. are we required air the programming on a 14 day delay basis)?
2. How does the system justify the stipulation in the contract of a \$5,000,000 broadcaster's liability policy with the system named as co-insured? Under what section of communications law does the system feel it is allowed to require this as a condition of carriage? How was this amount arrived at?
3. The four-hour minimum seems to contradict recent FCC ruling 96-122 which stipulates a minimum of one-half hour (amendment to 76.971 (g) ). Please explain how this is justified.
4. How is the programming review amount of \$17.87 calculated and how is this fee justified under the rules?
5. Your letter also stipulates a \$21.24 technical fee for playback per hour. How is this fee calculated and what evidence can you bring forth to support that this is an actual charge?
6. A \$20 per month billing and collection fee is stipulated. How is this fee calculated and how is it justified inasmuch as the contract calls for pre-payment.
7. We had also requested the channel position where leased access programming appears on the system and the availability of part-time access. Your letter did not address this and we again request it.
8. In addition to the previous information we had requested, we would also like to know how much of the system's set-aside capacity is available.

Time is of the essence. Please get back to us with answers to this inquiry within 7 business days.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerry Cunningham', with a long horizontal flourish extending to the right.

Gerry Cunningham, President  
Lorilei Communications, Inc. dba THE FIRM

# **P O S T - N E W S W E E K** **C A B L E**

4742 North 24th Street, Suite 270  
Phoenix, Arizona 85016  
(602) 468-1177 FAX (602) 468-9216

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

April 5, 1996

Gerry Cunningham  
Lorilei Communications, Inc.  
P.O. Box 309  
Citra, FL 32113

Dear Mr. Cunningham:

This is in response to your letter, dated April 4, 1996, which raised seven questions regarding the leased access rates and availability for our system in Miami, Oklahoma. Our response to your questions follows:

1. Our system reserves the right to require that tapes be in house 14 days prior to air in order to fully review the tapes to ensure that they contain no indecent or obscene material, that they do not contain any libelous or slanderous material and that they do not infringe any literary or intellectual property rights of any person or entity.

2. The insurance policy is required to protect the system and its parent company in case the lessee of the leased access time does air material which is obscene or indecent, which would be in violation of the FCC's rules, or is libelous or slanderous or infringes the literary or intellectual property rights of any person or entity. Our attorneys have advised us that any claim brought against the leased access lessee would surely be brought against the cable operator as well. This includes the literary and intellectual property claims as well as those alleging violations of the FCC's rules. We believe the amount of insurance required is reasonable given the size of our parent company. In addition, the FCC has never stated that such an insurance requirement was not permitted.



3. You are correct. The recent FCC ruling (FCC 96-122, released April 1, 1996) does require that cable systems makes increments of time as small as one-half hour available to potential leased access users. Consequently, please divide our hourly rate by two to determine what our half-hour rate would be.

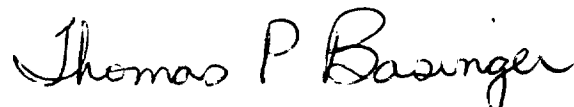
4. The charge for review takes into account the personnel, overhead and facilities costs incurred in reviewing the tape. The reasonableness of such a charge is discussed in our answer to question number 5. Should we ultimately decide that review was unnecessary, as discussed in our answer to question number 1, this charge would not be assessed.

5. The FCC has held that charging as much as \$50 per tape for playback was not unreasonable. See In the Matter of Tony Chauncey (DA 95-1353, Released June 19, 1995). The Commission stated that "the rules are clear that a reasonable charge may be levied for technical support which would include the playback of tapes. Depending on the personnel involved and the nature of the facilities in question a \$50 charge might well be reasonable for the playing of a single tape in isolation." Our \$21.24 charge simply takes into account the cost of overhead, personnel and dedicated facilities needed to playback the tape. Our system currently does not employ someone who does nothing but VCR playback, consequently we would have to hire someone to perform this task.

6. Given the fact that "The Firm" would agree to pre-pay its leased access fees, we would not impose the billing and collection fee.

7. and 8. This system currently has 54 channels and will make as many as five channels available for leased access in accordance with the FCC's rules. Currently, there is no leased access programming on this system and the FCC does not require that we designate which channel will be used for leased access programming in responding to inquiries. Should The Firm agree to purchase time on this system, we would certainly designate channels, depending on which tier the time is purchased.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Basinger". The signature is written in a cursive, flowing style.

Thomas P. Basinger  
Vice President

**POST-NEWSWEEK**  
**CABLE**

4742 North 24th Street, Suite 270  
Phoenix, Arizona 85016  
(602) 468-1177 FAX (602) 468-9216

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

March 27, 1996

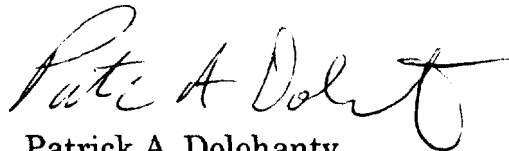
Lori Cato  
Lorilei Communications, Inc.  
P.O. Box 309  
Citra, Florida 32113

Dear Ms. Cato:

This is in reference to your letter dated March 6, 1996 requesting commercial leased access information for our cable system in Miami, Oklahoma. The "implicit fee" as calculated according to the FCC regulations found in Section 76.790 of the FCC's Rules (47 C.F.R. Sec. 76.790) is \$2,852.23 per month, \$658.71 per week and \$3.92 per hour. (Hours are the smallest increments of time we will lease in the system.) In addition to the implicit fee, we charge \$17.87 per air hour for programming review, \$21.24 per air hour for playback (technical support) and \$20.00 per month for billing and collection. There may also be additional administrative, marketing and technical charges added.

A copy of our leased access contract is enclosed.

Sincerely,



Patrick A. Dolohanty  
Vice President

cc: T. Basinger  
M. Egler



TIME WARNER CABLE  
A TIME WARNER ENTERTAINMENT COMPANY, LP

*General Manager:*  
*Kevin Hyman*  
*Exhibit I*

March 5, 1996

Gerry Cunningham, President  
Lorilei Communications, Inc.  
P. O. Box 309  
Citra, FL 32113

Re: Leased Access Application

Dear Mr. Cunningham:

In answer to your recent letters to Beth Scarborough (who has not been with our system since 1990) and Jack Jessen (who has not been with us for almost a year), I apologize for a late response. Because both Ms. Scarborough and Mr. Jessen have not been with us for some time, it is possible that your letters were not forwarded to the proper person. Also, please be aware that our mailing address has not been South Florida Avenue in Lakeland for many years. It is now as appears at the bottom of this page.

After consulting our files, I note that we received a request from you in November, and responded with an application in early December. For your convenience, I am again enclosing an application.

Thank you for your interest in Time Warner.

Sincerely,

Ann Rea  
Administrative Assistant

Enc.

PO BOX 241  
ROME, GEORGIA 30161-0241  
404 291-7288

Exhibit J



# SCRIPPS HOWARD CABLE OF NORTHWEST GEORGIA

To:

Gerry Cunningham  
5-13-96

Fax # (706) 291-3830

From:

Jodie

Date:

Number of Pages: 11  
including cover

If all pages are not received, please contact \_\_\_\_\_ at (706) 291-7288 ext.

202

Message:

## NOTICE

This facsimile transmission is intended only for the addressee named above. It contains information that is privileged, confidential or otherwise protected from use and disclosure. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, or dissemination of this transmission, or other use is strictly prohibited. If you have received this transmission in error, please notify us by telephone immediately so that we can arrange for its return to us. Thank you for your cooperation.

## LEASED ACCESS POLICY

Scripps Howard of Northwest Georgia will provide leased access availability on its cable systems as required by current Federal Law. Leased access space may be available on the following cable systems:

- Rome
- Dallas
- Mt. Zion
- Whitesburg
- Hickory Level

Typically leased access programmers are permitted channel space at any time of the day up to and including the full programming day.

Leased access rules and rates are available upon written request. Interested parties may also secure copies of the information in person at the system's local office from the office manager. Leased access rates are not available by phone.

### **Rates**

Individual rate cards are published for each system. Rates generally vary by day part, category and system size. Rates are either per hour (or any portion thereof) or per month (or any portion thereof). There are three rate categories:

- 1) Pay-per-view. Programmers charge the subscriber on a per event or per channel basis. The access rates do not include any billing or collection service that may be provided by the company.
- 2) Direct Sales. Programmers selling products directly to customers. This category includes *infomercials and home shopping*.
- 3) General. All other programmers.

Based on the content of the programming, Scripps Howard will determine the applicable rate category.

### **Programming Content**

Scripps Howard reserves the right to regulate indecent or obscene programming to the extent permissible by law. Methods include but are not limited by:

- 1) Blocking transmission of such programming to all subscribers except those specifically requesting access.
- 2) Banning all indecent and obscene programming.
- 3) Placing the programming on a channel not normally accessible by subscribers.

### **Technical Standards**

Programming must meet all applicable FCC technical standards for cable television video as published in part 76 of the FCC rules. Half inch VHS tapes will not be accepted.

### **Channel Location**

Leased access channel location will be determined on a case by case basis. The channel location may vary by system, content, day, length, source and/or day part. Scripps Howard reserves the sole right to determine the channel location.

### **Payment**

Payment is due in advance of the program's scheduled air date. In lieu of cash or cash equivalents payment is due ten (10) days in advance.

### **Lease Agreement**

An executed leased access agreement is required five (5) business days prior to the scheduled air date. Programmer agrees to abide by the conditions of the agreement.

### **Programmer Identification**

A picture identification card may be required in order to verify the identity of the leased access programmer. A verifiable street address and phone number are required. Scripps Howard will release the name and number to any interested third parties and reserves the right to display the programmer's name and address in conjunction with the program.

### **Administrative Fees**

Scripps Howard does not possess automated playback video switching equipment at any of the listed systems. In addition, at certain sites, playback and insertion equipment is not available. The programmer must supply the required equipment. All equipment must be capable of meeting applicable FCC technical standards.

In lieu of the provision of the additional equipment, Scripps Howard will provide for the insertion for for an administrative fee of \$25 per program insertion.

Other Administrative Fees include:

Return Shipping	\$10 per tape
*Satellite receive service	\$50 per hour
*Cable or Fiber return	\$25 per hour
*Microwave transmit & receive	\$250 per hour

\* Where available.

This means  
each time  
the program air.

# Leased Access Rate Card

November 1, 1995

System: Dallas

## Hourly Rate

Day	Time	General	Pay-per-view	Direct Sales
All	7pm-11pm	\$22.40	\$11.48	\$30.26
All	11pm-12mid	\$11.20	\$ 5.74	\$15.13
Mon.-Fri.	12mid-1am	\$11.20	\$ 5.74	\$15.13
Mon.-Fri.	1am-6am	\$ 1.40	\$ 0.72	\$ 1.89
Mon.-Fri.	6am-4pm	\$ 5.60	\$ 2.87	\$ 7.57
Mon.-Fri.	4pm-7pm	\$11.20	\$ 5.74	\$15.13
Sat.-Sun.	12mid-2am	\$11.20	\$ 5.74	\$15.13
Sat.-Sun.	2am-7am	\$ 4.45	\$ 1.44	\$ 3.78
Sat.-Sun.	7am-1pm	\$ 8.91	\$ 2.87	\$ 7.57
Sat.-Sun.	1pm-7pm	\$17.81	\$ 5.74	\$15.13
Per Month	24 hour	\$6,600	\$3,383	\$8,917

Administrative Fee: \$25.00 per program insertion. Other fees may apply. See leased access policy for details.